

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716201

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL PROPERTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		02/23/2022	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Beall's, Inc.
Street Address:	1806 38th Ave. East
City:	Bradenton
State/Country:	FLORIDA
Postal Code:	34208
Entity Type:	Corporation: FLORIDA
Name:	BDSRCO, INC.
Street Address:	1806 38th Ave. East
City:	Bradenton
State/Country:	FLORIDA
Postal Code:	34208
Entity Type:	Corporation: FLORIDA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1525762	STAGE
Registration Number:	5069575	STAGE
Registration Number:	5142482	STAGE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Connecticut Ave., NW, Suite 712

Address Line 2: COGENY GLOBAL INC.

Address Line 4: Washington, D.C. 20036

TRADEMARK

ATTORNEY DOCKET NUMBER:	1626918
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	03/23/2022
Total Attachments: 6 source=Scan#page3.tif source=Scan#page4.tif source=Scan#page5.tif source=Scan#page6.tif source=Scan#page7.tif source=Scan#page8.tif	

**PARTIAL RELEASE OF SECURITY INTEREST IN
CERTAIN INTELLECTUAL PROPERTY**

Date: February 23, 2022

WHEREAS, the undersigned, Wells Fargo Bank, National Association (as successor by merger to Wells Fargo Retail Finance, LLC), a national banking association, is the collateral agent (in such capacity, the “*Collateral Agent*”) for its own benefit and the benefit of the other Credit Parties (as defined in the Agreement referred to below) under that certain Intellectual Property Security Agreement, dated as of April 11, 2008 (the “*Original Agreement*”), by and among Beall’s, Inc., a Florida corporation (“*Beall’s*”), BDSRCO, Inc., a Florida corporation (“*BDSRCO*”), the other Grantors party thereto (together with Beall’s and BDSRCO, individually, a “*Grantor*”, and collectively, the “*Grantors*”), and the Collateral Agent, as amended by that certain First Amendment to Intellectual Property Security Agreement, dated as of September 19, 2016 (the “*First Amendment*”), that certain Second Amendment to Intellectual Property Security Agreement, dated as of January 5, 2021 (the “*Second Amendment*”), and that certain Third Amendment to Intellectual Property Security Agreement, dated as of July 23, 2021 (the “*Third Amendment*”) (the Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, collectively, the “*Agreement*”), which was recorded with the United States Patent and Trademark Office (i) with respect to the Original Agreement, on April 25, 2008, at Reel 3767 and Frame 0194, (ii) with respect to the First Amendment, on September 21, 2016, at Reel 5880 and Frame 0604, (iii) with respect to the Second Amendment, on January 15, 2021, at Reel 7162 and Frame 0952, and (iv) with respect to the Third Amendment, on July 26, 2021, at Reel 7407 and Frame 0412. All capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

WHEREAS, Beall’s and BDSRCO, as the sellers, have entered into that certain Asset Purchase Agreement dated as of even date (the “*Purchase Agreement*”) with RDLX Co., a Delaware corporation, as the Buyer (the “*Buyer*”), pursuant to which, *inter alia*, Beall’s and BDSRCO have agreed to sell to the Buyer certain trademarks, domain names and social media accounts;

AND WHEREAS, in connection with the Purchase Agreement, BDSRCO has requested that that the Collateral Agent release and reassign to BDSRCO its interest in (i) the trademarks identified in Schedule A attached hereto (the “*Specified Marks*”), (ii) BDSRCO’s rights under warranties, indemnities and all similar rights against third parties to the extent related to any Specified Marks, and (iii) all goodwill associated with any of the assets described in the foregoing clauses (i) and (ii) (collectively, the “*Trademark Assets*”);

AND WHEREAS, in connection with the Purchase Agreement, Beall’s has requested that that the Collateral Agent release and reassign to Beall’s its interest in (i) the domain names identified in Schedule B attached hereto (the “*Specified Domain Names*”), (ii) the social media accounts identified in Schedule C attached hereto (the “*Specified Social Media Accounts*”), (iii) Beall’s rights under warranties, indemnities and all similar rights against third parties to the extent related to any Specified Domain Names or Specified Social Media Accounts, and (iv) all goodwill associated with any of the assets described in the foregoing clauses (i) through (iii) (collectively with the Trademark Assets, the “*Purchased Assets*”);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent does hereby release any and all liens and security interests it may have in and to (i) the Specified Marks specifically identified in Schedule A attached hereto, (ii) the Specified Domain Names identified in Schedule B attached hereto, (iii) the Specified Social Media Accounts identified in Schedule C attached hereto, (iv) BDSRCO's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Specified Marks, (v) Beall's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Specified Domain Names or Specified Social Media Accounts, and (vi) all goodwill associated with any of the assets described in the foregoing clauses (i) through (v).

The Collateral Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record this Partial Release of Security Interest in Certain Intellectual Property.

Except for the release of (i) the Specified Marks specifically identified in Schedule A attached hereto, (ii) the Specified Domain Names identified in Schedule B attached hereto, (iii) the Specified Social Media Accounts identified in Schedule C attached hereto, (iv) BDSRCO's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Specified Marks, (v) Beall's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Specified Domain Names or Specified Social Media Accounts, and (vi) all goodwill associated with any of the assets described in the foregoing clauses (i) through (v), all terms and provisions of the Agreement shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Agreement, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. **Any lien and/or security interest granted in any IP Collateral or any other assets other than the Purchased Assets (whether pursuant to the Agreement or otherwise) shall remain unchanged and in full force and effect and shall continue to secure the satisfactory payment and performance of all of the Secured Obligations.**

THIS PARTIAL RELEASE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL PROPERTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

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IN WITNESS WHEREOF, the undersigned has executed and delivered this Partial Release of Security Interest in United States Trademarks as of the date above first written.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent**

By: Maggie Townsend
Name: Maggie Townsend
Title: Director

SCHEDULE A

Specified Marks

(All of the below trademark registrations and applications are owned by BDSRCO, Inc.)

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
STAGE (SERVICE MARK)	1525762	02/21/1989
STAGE WITH DESIGN ABOVE MARK (SERVICE MARK)	5069575	10/25/2016
STAGE WITH DESIGN NEXT TO MARK (SERVICE MARK)	5142482	02/14/2017

SCHEDULE B

Specified Domain Names

(All of the below domain names are owned by Beall's, Inc.)

e-stagestores.com	stagestores.net
offstagestore.com	stagestores.org
offstagestores.com	stagestoresads.com
onstagedeal.com	stagestoresgiftcards.com
promo-stagestores.com	stagestoresinc.biz
rsstagestores.com	stagestoresinc.com
shopstage.biz	stagestoresinc.net
shopstage.org	stagestoresinc.org
shopstage.us	stagestoresinc.us
shopstagedepartmentstores.com	stagestoresincmail.biz
shopstagedeptstores.com	stagestoresincmail.com
shopstagestores.com	stagestoresincmail.net
stagedeptstores.com	stagestoresincmail.org
stagefeedback.com	stagestoresincmail.us
stagegiftcards.com	stagestoresmail.biz
stageonlinestore.com	stagestoresmail.com
stageonlinestores.com	stagestoresmail.net
stageorderstatus.com	stagestoresmail.org
stageqa.com	stagestoresmail.us
stagestores.biz	stagestoresonline.com
stagestores.com	

SCHEDULE C

Specified Social Media Accounts

(All of the below social media accounts are owned by Beall's, Inc.)

Facebook: www.facebook.com/StageStores Stage Stores
Instagram: www.instagram.com/stage @Stage
Twitter: @ShopStageStores
YouTube: <http://www.youtube.com/user/StageStores>
Pinterest: @Stagestores

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